

The complaint

Mrs A complains that Barclays Bank UK PLC (“Barclays”), have failed to refund money that she lost as part of an investment scam.

What happened

Mrs A says that she came across a company that purported to be a company that could recover funds that Mrs A lost in a different scam, but this company was actually a scammer, that I will call C. Mrs A said this was between September 2020 and November 2020. Mrs A was persuaded to make a number of payments from her Barclays account to a crypto exchange and the funds were then sent to C. These were card payments and totalled around £30,000.

When C did not actually recover the funds, Mrs A realised she had been scammed.

Some years later, Mrs A raised a complaint with Barclays, as she believed that it should have stopped her from making the payments in question.

One of our investigators looked into this matter and they decided that Mrs A had not sufficiently evidenced that she had been the victim of a scam and therefore she did not uphold this complaint.

Mrs A did not agree with these conclusions. So her complaint has been passed to me to issue a final decision.

What I’ve decided – and why

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Having done so, I agree with the conclusions reached by the investigator for the following reasons.

In broad terms, the starting position is that Barclays is expected to process payments and withdrawals that a customer authorises it to make, in accordance with the Payment Services Regulations and the terms and conditions of the customer’s account.

But, taking into account relevant law, regulators’ rules and guidance, relevant codes of practice and what I consider to have been good industry practice at the time, I consider it fair and reasonable that Barclays should:

- have been monitoring accounts and any payments made or received to counter various risks, including preventing fraud and scams;
- have had systems in place to look out for unusual transactions or other signs that might indicate that its customers were at risk of fraud (among other things). This is particularly so, given the increase in sophisticated fraud and scams in recent years, which firms are generally more familiar with than the average customer;

- in some circumstances, irrespective of the payment channel used, have taken additional steps, or made additional checks, or provided additional warnings, before processing a payment – (as in practice Barclays sometimes does including in relation to card payments);
- have been mindful of – among other things – common scam scenarios, how the fraudulent practices are evolving (including for example the common use of multi-stage fraud by scammers, including the use of payments to cryptocurrency accounts as a step to defraud consumers) and the different risks these can present to consumers, when deciding whether to intervene.

Overall, I don't think that I have been provided sufficient evidence to demonstrate the loss that Mrs A says she suffered. I have what Mrs A claims are her crypto statements showing that crypto currency was purchased and sent to various wallets. But it is not clear that they relate to a scam. The scam chat is very limited and does not refer directly to the payments made, or that payments were received by the scammers.

Also, from the statements provided, the scam the payment that Mrs A claims she was attempting to recover was around £2,000, yet she paid almost £30,000 to recover the funds, which does not seem likely.

So overall, there is not enough for me to say that Mrs A lost the amount she claimed to a scam. So given this, I am unable to direct Barclays to refund the transactions in question.

I've also thought about whether Barclays did enough to attempt to recover the money Mrs A lost. In this instance, the payments were essentially a means to send funds from Mrs A's account to the crypto exchange and that is what happened. This combined with the timescales involved, means that I don't think that Barclays could have challenged the payments with an attempted chargeback.

I appreciate this will likely come as a disappointment to Mrs A, and I'm sorry to hear she may've been the victim of a scam. However, I'm not persuaded that Barclays can fairly or reasonably be held liable for her losses in these circumstances.

My final decision

My final decision is that do not uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs A to accept or reject my decision before 14 January 2026.

Charlie Newton
Ombudsman